

# **SPECIFICATION AND BID FORMS**

**PROJECT:** Keyless Lock System at  
the Federal Law  
Enforcement Training  
Center in Glynco, GA

**SOLICITATION NO.:** FTC 00-03

**VOLUME:** 1 OF 1

**RECEIPT OF TECHNICAL PROPOSALS:**

**TIME:** 2:00 PM EST

**DATE:** May 31, 2000

**NOTE: THIS PROCUREMENT IS 100% SMALL  
BUSINESS SET ASIDE.**

ASV 7-1 (PRO)

May 5, 2000

TO: Prospective Bidders  
Request for Technical Proposals  
Solicitation FTC 00-03, Keyless Lock System

1. Method of Solicitation:

(a) The enclosed solicitation FTC 00-03 is being issued for the purpose of obtaining a keyless lock system for the Federal Law Enforcement Training Center, Glynco, Georgia. Specific requirements are fully described herein. This procurement has been set aside for small business participation only.

(b) The Federal Law Enforcement Training Center (FLETC) intends to award a single firm fixed-price requirements-type commercial contract for this acquisition. The base period will be for a twelve (12) month period commencing the date of award of the contract and shall include four (4) 12-month option periods. Delivery order(s) will be issued against the contract for the delivery of the specific items and the quantity thereof. The successful contractor will be chosen using the Two-Step Sealed bidding procedures as described in subpart 14.5 of the Federal Acquisition Regulation (FAR). Addendum I is a draft solicitation package for your use and information.

(c) The solicitation will be issued under the electronic posting system and will be available in hard copy, also. Bids will **NOT** be accepted electronically but must be submitted in hard copy. Bids which are submitted electronically will not be considered for award.

2. Participation:

This acquisition is a Small Business Set-Aside. The Standard Industrial Classification Code for this acquisition is 3429 and the small business size standard is 500 employees.

3. Prebid Conference/Site Visit:

(a) A site visit will be held at the FLETC on May 23, 2000, at 10:00 a.m. Although the site visit is not required, it is recommended. Attendance is at the sole expense of the attendees. Names of attendees should be furnished by 4:00 p.m. on May 22, 2000, by letter or facsimile (912-280-5343), addressed to Erin Wofford, FLETC, Building 93, Glynco, Georgia 31524. Include the following information when submitting names of the attendees: (1) Name of company and (2) Name and title of each representative attending (limit of two (2) per firm).

(b) The purpose of this site visit is to provide a brief overview of the work site, scope of work, specifications, and to familiarize the prospective bidders with the general configuration of the FLETC and the nature of the areas to be made functional with the keyless lock system. Prospective bidders are expected to satisfy themselves as to the general and local conditions that may affect the system and its cost.

#### 4. Two-Step Sealed Bidding Procedures:

In an effort to better acquaint prospective bidders with the Two-Step Sealed bidding procedures, the following brief overview is provided:

(a) Step ONE requires **unpriced** technical proposals from each prospective Bidder submitted timely for evaluation of acceptability against existing evaluation criteria.

(b) An internal Government document entitled **Technical Evaluation Plan** identifies all team members, establishes the rules and procedures that the technical evaluation team must adhere to as well as the standard by which all proposals are evaluated. The standard by which the proposals will be evaluated are identified in Section E of the draft solicitation, at Addendum I.

(c) A team of Government personnel with contractual and technical expertise will evaluate all proposals against the preestablished set of standards and prepare a report of their findings for each proposal. Proposals will receive an overall rating of **Acceptable** or **Unacceptable** and that rating shall be final. Only firms whose technical proposals are rated acceptable will be invited to tender a sealed bid in Step Two. Addendum II provides the information required to be submitted in response to Step One and which will be evaluated by the Government team. A demonstration of the proposed system may be required after submission of Step One proposals and prior to the determination of proposal acceptability.

(d) Step TWO procedures are essentially the same as any formally advertised Government procurement, except that the resultant Invitation for Bids (IFB) will be issued to and considered only from those sources that submitted a technical proposal evaluated and determined to be acceptable under Step One of this procurement action. Each bidder will bid on its own proposal as accepted in Step One.

#### STEP ONE: SUBMISSION OF TECHNICAL PROPOSAL

(a) Step One of this solicitation method consists of this letter request addressed to **All Prospective Bidders, Request for Technical Proposals, Solicitation FTC 00-03,** the submission of technical proposals **WITHOUT PRICES OR PRICING INFORMATION**; and the evaluation by the Government of technical proposals in accordance with the evaluation criteria as indicated. Offerors are cautioned to carefully review the evaluation criteria detailed in Section E of the draft solicitation along with the remainder of the solicitation package prior to deciding whether to submit a proposal. Offerors not prepared to comply fully with the solicitation requirements and deliver the contracted product on time and within acceptable quality standards are discouraged

from submitting a proposal. **Any Step One technical proposal received with an accompanying priced bid will be rejected and not solicited for Step Two.**

(b) All technical proposals must be received at the U.S. Department of Treasury, Federal Law Enforcement Training Center, Procurement Division, Building 93, Glynco, Georgia 31524 no later than 2:00 p.m., May 31, 2000. Any technical proposals received, at the office designated above, after the exact time specified for receipt will be handled pursuant to FAR clause 52.214-23, Late Submissions, Modifications, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding. The offeror is cautioned, when using commercial mail handling firms, to ascertain whether or not such firms will deliver directly to the Procurement Division. Any technical proposal delivered to other FLETC locations (i.e., Shipping and Receiving) due to handling by a commercial mail delivery service will not be considered timely until received at the above Procurement Division location. The Government is in no way responsible for the handling of technical proposals (including the time incurred by such handling) until received in the Procurement Division. The offeror will be totally responsible for the timely preparation and submission of technical proposals in strict accordance with FAR 52. 214-23.

(c) Conclusion:

This request for technical proposals is not to be construed as a contract or as a commitment of any kind. The Government will not be liable for payment of any costs for preparation of a proposal. All correspondence and inquiries concerning the solicitation should be directed to Gail Ashurst by facsimile at (912) 280-5343.

Sincerely,

Gail P. Ashurst  
Contracting Officer

Enclosures:

Addendum I, Draft Solicitation Package  
Addendum II, Proposal Submission Requirements

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FTC 00-03	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Gail P. Ashurst		b. TELEPHONE NUMBER (No collect calls) 912-267-3176		6. SOLICITATION ISSUE DATE	
9. ISSUED BY Department of the Treasury Federal Law Enforcement Training Center Procurement Div., Construction Contract Bldg. 93 Glynco, GA 31524				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> 8(A) SIC: 3429 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
15. DELIVER TO Federal Law Enforcement Training Center Bldg. 28, Glynco, GA 31524				16. ADMINISTERED BY Same as Block 9		12. DISCOUNT TERMS	
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY Federal Law Enforcement Training Center, Office of Budget and Finance, Bldg. 93, Glynco, GA 31524			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Description/Specification. (Cont'd) (Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDUM A						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER <input type="checkbox"/> DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY	
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB NO.: 9000-0136  
Expires: 09/30/98

**FTC 00-03**  
**Keyless Locking System**  
**FEDERAL LAW ENFORCEMENT TRAINING CENTER**  
**GLYNCO, GA**

**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**  
**(Continuation of Blocks 19, 20, 21, 23, and 24)**

**DEPARTMENT OF THE TREASURY**  
**FEDERAL LAW ENFORCEMENT TRAINING CENTER**  
**PROCUREMENT DIVISION**  
**BUILDING 93**  
**GLYNCO, GEORGIA 31524**

Solicitation FTC 00-03  
Federal Law Enforcement Training Center  
Glynco, Georgia 31524

Keyless Lock System

**PROVIDED FOR INFORMATION PURPOSES ONLY  
DO NOT PROVIDE PRICING INFORMATION AT THIS TIME**

(Continuation of SF 1449, Blocks 19 - 24)

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>EST UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<i>(Base Year Period - Commences upon award of contract for a twelve (12) month period.)</i>					
0001	Locks	100	Each	__XX__	__XX__
0002	Purchase and Installation of Locks	4000	Job	__XX__	__XX__
0003	Removal of Existing Locks	3000	Job	__XX__	__XX__
0004	Purchase and Installation of Front Desk Units	3	Job	__XX__	__XX__
0005	Rooms Safes	100	Each	__XX__	__XX__
0006	Purchase and Installation of Room Safes	1400	Job	__XX__	__XX__
0007	Card Reader/Kit	25	Each	__XX__	__XX__
0008	Purchase and Installation of Card Reader/Kit	50	Job	__XX__	__XX__
0009	Training in Use of Keyless Lock System	3	Job	__XX__	__XX__

END OF BASE YEAR PERIOD

*(First Option Period - Shall commence upon exercise of first option for a twelve (12) month period.)*

1001	Locks	100	Each	__XX__	__XX__
1002	Purchase and Installation of	4000	Job	__XX__	__XX__



**PROVIDED FOR INFORMATION PURPOSES ONLY  
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Locks					
1003	Removal of Existing Locks	3000	Job	__XX__	__XX__
1004	Purchase and Installation of Front Desk Units	3	Job	__XX__	__XX__
1005	Room Safes	100	Each	__XX__	__XX__
1006	Purchase and Installation of Room Safes	1000	Job	__XX__	__XX__
1007	Card Reader/Kit	25	Each	__XX__	__XX__
1008	Purchase and Installation of Card Reader/Kit	50	Job	__XX__	__XX__

**END OF FIRST OPTION PERIOD**

*(Second Option Period - Commences upon exercise of second option period for a twelve (12) month period.)*

2001	Locks	100	Each	__XX__	__XX__
2002	Purchase and Installation of Locks	4000	Job	__XX__	__XX__
2003	Removal of Existing Locks	4000	Each	__XX__	__XX__
2004	Purchase and Installation of Front Desk Units	3	Each	__XX__	__XX__
2005	Room Safes	100	Each	__XX__	__XX__
2006	Purchase and Installation of Room Safes	1000	Job	__XX__	__XX__
2007	Card Reader/Kit	25	Each	__XX__	__XX__

**PROVIDED FOR INFORMATION PURPOSES ONLY  
DO NOT PROVIDE PRICING INFORMATION AT THIS TIME**

2008	Purchase and Installation of Card Reader/Kit	50	Job	__XX__	__XX__
2009	Maintenance of Locks after Expiration of Warranty Period Per Lock Per Month _____	12	Month	__XX__	__XX__
2010	Maintenance of Front Desk Units after Expiration of Warranty Period Per Unit Per Month _____	12	Month	__XX__	__XX__
2011	Maintenance of Room Safes after Expiration of Warranty Period Per Room Safe Per Month _____	12	Month	__XX__	__XX__
2012	Maintenance of Card Reader/Kit after Expiration of Warranty Period Per Card Reader/Kit Per Month _____	12	Month	__XX__	__XX__

**END OF SECOND OPTION PERIOD**

*(Third Option Period - Commences upon exercise of third option period for a twelve month period.)*

3001	Locks	100	Each	__XX__	__XX__
3002	Purchase and Installation of Locks	4000	Job	__XX__	__XX__
3003	Removal of Existing Locks	4000	Each	__XX__	__XX__
3004	Purchase and Installation of Front Desk Units	3	Job	__XX__	__XX__
3005	Room Safes	100	Each	__XX__	__XX__
3006	Purchase and Installation of	1000	Job	__XX__	__XX__

**PROVIDED FOR INFORMATION PURPOSES ONLY  
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Room Safes					
3007	Card Reader/Kit	25	Each	__XX__	__XX__
3008	Purchase and Installation of Card Reader/Kit	50	Job	__XX__	__XX__
3009	Maintenance of Locks after Expiration of Warranty Period Per Lock Per Month _____	12	Month	__XX__	__XX__
3010	Maintenance of Front Desk Units after Expiration of Warranty Period Per Month Per Unit _____	12	Month	__XX__	__XX__
3011	Maintenance of Room Safes after Expiration of Warranty Period Per Month Per Room Safe _____	12	Month	__XX__	__XX__
3012	Maintenance of Card Reader/Kit after Expiration of Warranty Period Per Month Per Card Reader/Kit _____	12	Month	__XX__	__XX__

**END OF THIRD OPTION PERIOD**

*(Fourth Option Period - Commences upon exercise of fourth option period for a twelve (12) month period.)*

4001	Locks	100	Each	__XX__	__XX__
4002	Purchase and Installation of Locks	4000	Job	__XX__	__XX__
4003	Removal of Existing Locks	4000	Each	__XX__	__XX__
4004	Purchase and Installation of Front Desk Units	3	Job	__XX__	__XX__

**PROVIDED FOR INFORMATION PURPOSES ONLY  
DO NOT PROVIDE PRICING INFORMATION AT THIS TIME**

4005	Room Safes	100	Each	__XX__	__XX__
4006	Purchase and Installation of Room Safes	1000	Job	__XX__	__XX__
4007	Card Reader/Kit	25	Each	__XX__	__XX__
4008	Purchase and Installation of Card Reader/Kit	50	Each	__XX__	__XX__
4009	Maintenance of Locks after Expiration of Warranty Period Per Lock Per Month _____	12	Month	__XX__	__XX__
4010	Maintenance of Front Desk Units after Expiration of Warranty Period Per Unit Per Month _____	12	Month	__XX__	__XX__
4011	Maintenance of Room Safes after Expiration of Warranty Period Per Room Safe Per Month _____	12	Month	__XX__	__XX__
40012	Maintenance of Card Reader/Kit after Expiration of Warranty Period Per Card Reader/Kit Per Month _____	12	Month	__XX__	__XX__

END OF FOURTH OPTION PERIOD

END OF SECTION B

**FTC 00-03**  
**Keyless Locking System**  
**FEDERAL LAW ENFORCEMENT TRAINING CENTER**  
**GLYNCO, GA**

**SECTION C**  
**CONTRACT CLAUSES**

**DEPARTMENT OF THE TREASURY**  
**FEDERAL LAW ENFORCEMENT TRAINING CENTER**  
**PROCUREMENT DIVISION**  
**BUILDING 93**  
**GLYNCO, GEORGIA 31524**

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The following clauses are added herein by addendum to solicitation FTC 00-03:

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The following Clauses are applicable to this acquisition and are provided in full text:

**1. 52.212-4 -- CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS**  
(May 99) [12.301(b)(3)]

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any

excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make



payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(End of Clause)

**2. 52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (FEB 00) [12.301(b)(4)]**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755);

(2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).

(3) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

\_\_\_ (4)

\_\_\_\_(i) 52.219-5, Very Small Business Set-Aside (pub. L. 103-403, section 304, small Business Reauthorization and Amendments Act of 1994).

\_\_\_\_(ii) Alternate I to 52.219-5.

\_\_\_\_(iii) Alternate II to 52.219-5.

X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_\_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

X (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_\_ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

\_\_\_\_(9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X (16) [52.225-1, Buy American Act-Balance of Payments Program-Supplies (41

U.S.C. 10a-10d).]

\_\_\_ (17)[(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_\_\_ (ii) Alternate I of 52.225-3.

\_\_\_ (iii) Alternate II of 52.225-3.

\_\_\_ (18) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

\_\_\_ (20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

\_\_\_ (21) [Reserved]

X (22) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

\_\_\_ (23) 52.232-4, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).

\_\_\_ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

\_\_\_ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

\_\_\_ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

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(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

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\_\_\_ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-50, Nondisplacement of Qualified Wrokers (Executive Order 129333).

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(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely

or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);  
and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of Clause)

### **3. 52.216-18 – ORDERING (OCT 95) [16.506(a)]**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award of contract through last day of the final option period which is exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic

commerce methods only if authorized in the Schedule.

(End of Clause)

**4. 52.216-19 -- ORDER LIMITATIONS** (OCT 95) [16.506(b)]

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$400,000.00;

(2) Any order for a combination of items in excess of \$500,000.00; or

(3) A series of orders from the same ordering office within Three (3) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**5. 52.216-21 -- REQUIREMENTS** (OCT 95) [16.506(d)]

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.



(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months of the completion of the final option period which is exercised.

(End of Clause)

**6. 52.219-6 – NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE** (JUL 96) [19.508(c)]

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of Clause)

**7. 52. 211-9 DESIRED AND REQUIRED TIME OF DELIVERY** (Jun 97)  
[11.202(a)(3)] **Alt III** (Apr 84)

The Government desires delivery to be made according to the following schedule:

<b>DESIRED DELIVERY SCHEDULE</b>		
<b><u>CLIN #</u></b>	<b><u>Quantities Required</u></b>	<b><u>Desired Deliver By Date</u></b>
0001	Less than 50 each	Within 10 calendar days of receipt of written order
	51 - 100 each	Within 14 calendar days of receipt of written order
1001	Less than 50 each	Within 10 calendar days of receipt of written order
	51 - 100 each	Within 14 calendar days of receipt of written order
2001	Less than 50 each	Within 10 calendar days of receipt of written order
	51 - 100 each	Within 14 calendar days of receipt of written order
3001	Less than 50 each	Within 10 calendar days of receipt of written order
	51 - 100 each	Within 14 calendar days of receipt of written order
4001	Less than 50 each	Within 10 calendar days of receipt of written order
	51 - 100 each	Within 14 calendar days of receipt of written order
0002	Less than 50	Within 14 calendar days of receipt of written order
	50 - 150	Within 21 calendar days of receipt of written order
	151 - 350	Within 30 calendar days of receipt of written order
	351 - 500	Within 40 calendar days of receipt of written order
1002	Less than 50 each	Within 14 calendar days of receipt of written order
	50 - 150 each	Within 21 calendar days of receipt of written order
	151 - 350 each	Within 30 calendar days of receipt of written order

2002	351 - 500 each	Within 40 calendar days of receipt of written order
	Less than 50 each	Within 14 calendar days of receipt of written order
	50 - 150 each	Within 21 calendar days of receipt of written order
	151 - 350 each	Within 30 calendar days of receipt of written order
3002	351 - 500 each	Within 40 calendar days of receipt of written order
	Less than 50 each	Within 14 calendar days of receipt of written order
	50 - 150 each	Within 21 calendar days of receipt of written order
	151 - 350 each	Within 30 calendar days of receipt of written order
4002	351 - 500 each	Within 40 calendar days of receipt of written order
	Less than 50 each	Within 14 calendar days of receipt of written order
	50 - 150 each	Within 21 calendar days of receipt of written order
	151 - 350 each	Within 30 calendar days of receipt of written order
0003	351 - 500 each	Within 40 calendar days of receipt of written order
	Less than 50 each	Within 14 calendar days of receipt of written order
	50 - 150 each	Within 21 calendar days of receipt of written order
	151 - 350 each	Within 30 calendar days of receipt of written order
1003	351 - 500 each	Within 40 calendar days of receipt of written order
	Less than 50 each	Within 14 calendar days of receipt of written order
	50 - 150 each	Within 21 calendar days of receipt of written order
	151 - 350 each	Within 30 calendar days of receipt of written order
2003	351 - 500 each	Within 40 calendar days of receipt of written order
	Less than 50 each	Within 14 calendar days of receipt of written order
	50 - 150 each	Within 21 calendar days of receipt of written order
	151 - 350 each	Within 30 calendar days of receipt of written order
3003	351 - 500 each	Within 40 calendar days of receipt of written order
	Less than 50 each	Within 14 calendar days of receipt of written order
	50 - 150 each	Within 21 calendar days of receipt of written order
	151 - 350 each	Within 30 calendar days of receipt of written order
4003	351 - 500 each	Within 40 calendar days of receipt of written order
	Less than 50 each	Within 14 calendar days of receipt of written order
	50 - 150 each	Within 21 calendar days of receipt of written order
	151 - 350 each	Within 30 calendar days of receipt of written order
0004	1 - 3 each	Within 7 calendar days of receipt of written order
1004	1 - 3 each	Within 7 calendar days of receipt of written order
2004	1 - 3 each	Within 7 calendar days of receipt of written order

3004	1 - 3 each	Within 7 calendar days of receipt of written order
4004	1 - 3 each	Within 7 calendar days of receipt of written order
0005	Less than 50 each	Within 10 calendar days of receipt of written order
	51 - 100 each	Within 14 calendar days of receipt of written order
1005	Less than 50 each	Within 10 calendar days of receipt of written order
	51 - 100 each	Within 14 calendar days of receipt of written order
2005	Less than 50 each	Within 10 calendar days of receipt of written order
	51 - 100 each	Within 14 calendar days of receipt of written order
3005	Less than 50 each	Within 10 calendar days of receipt of written order
	51 - 100 each	Within 14 calendar days of receipt of written order
4005	Less than 50 each	Within 10 calendar days of receipt of written order
	51 - 100 each	Within 14 calendar days of receipt of written order
0006	Less than 50 each	Within 14 calendar days of receipt of written order
	50 - 150 each	Within 21 calendar days of receipt of written order
	151 - 350 each	Within 30 calendar days of receipt of written order
	351 - 500 each	Within 40 calendar days of receipt of written order
1006	Less than 50 each	Within 14 calendar days of receipt of written order
	50 - 150 each	Within 21 calendar days of receipt of written order
	151 - 350 each	Within 30 calendar days of receipt of written order
	351 - 500 each	Within 40 calendar days of receipt of written order
2006	Less than 50 each	Within 14 calendar days of receipt of written order
	50 - 150 each	Within 21 calendar days of receipt of written order
	151 - 350 each	Within 30 calendar days of receipt of written order
	351 - 500 each	Within 40 calendar days of receipt of written order
3006	Less than 50 each	Within 14 calendar days of receipt of written order
	50 - 150 each	Within 21 calendar days of receipt of written order
	151 - 350 each	Within 30 calendar days of receipt of written order
	351 - 500 each	Within 40 calendar days of receipt of written order
4006	Less than 50 each	Within 14 calendar days of receipt of written order
	50 - 150 each	Within 21 calendar days of receipt of written order
	151 - 350 each	Within 30 calendar days of receipt of written order
	351 - 500 each	Within 40 calendar days of receipt of written order
0007	1-25	Within 10 calendar days of receipt of written order
1007	1-25	Within 10 calendar days of receipt of written order
2007	1-25	Within 10 calendar days of receipt of written order
3007	1-25	Within 10 calendar days of receipt of written order
4007	1-25	Within 10 calendar days of receipt of written order

0008	1-50	Within 10 calendar days of receipt of written order
1008	1-50	Within 10 calendar days of receipt of written order
2008	1-50	Within 10 calendar days of receipt of written order
3008	1-50	Within 10 calendar days of receipt of written order
4008	1-50	Within 10 calendar days of receipt of written order
0009	1-3 each	Within 7 calendar days of receipt of written order
2009	1 - 12 month	Within 3 calendar days of receipt of written order
3009	1 - 12 month	Within 3 calendar days of receipt of written order
4009	1 - 12 month	Within 3 calendar days of receipt of written order
2010	1 - 12 month	Within 3 calendar days of receipt of written order
3010	1 - 12 month	Within 3 calendar days of receipt of written order
4010	1 - 12 month	Within 3 calendar days of receipt of written order
2011	1 - 12 month	Within 3 calendar days of receipt of written order
3011	1 - 12 month	Within 3 calendar days of receipt of written order
4011	1 - 12 month	Within 3 calendar days of receipt of written order
2012	1 - 12 month	Within 3 calendar days of receipt of written order
3012	1 - 12 month	Within 3 calendar days of receipt of written order
4012	1 - 12 month	Within 3 calendar days of receipt of written order

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

#### **REQUIRED DELIVERY SCHEDULE**

<b><u>CLIN #</u></b>	<b><u>Quantities Required</u></b>	<b><u>Required Deliver By Date</u></b>
0001	Less than 50 each	Within 21 calendar days of receipt of written order
	51 - 100 each	Within 30 calendar days of receipt of written order
1001	Less than 50 each	Within 21 calendar days of receipt of written order
	51 - 100 each	Within 30 calendar days of receipt of written order
2001	Less than 50 each	Within 21 calendar days of receipt of written order
	51 - 100 each	Within 30 calendar days of receipt of written order
3001	Less than 50 each	Within 21 calendar days of receipt of written order
	51 - 100 each	Within 30 calendar days of receipt of written order
4001	Less than 50 each	Within 21 calendar days of receipt of written order

	51 - 100 each	Within 30 calendar days of receipt of written order
0002	Less than 50	Within 30 calendar days of receipt of written order
	50 - 150	Within 40 calendar days of receipt of written order
	151 - 350	Within 50 calendar days of receipt of written order
	351 - 500	Within 60 calendar days of receipt of written order
1002	Less than 50 each	Within 30 calendar days of receipt of written order
	50 - 150 each	Within 40 calendar days of receipt of written order
	151 - 350 each	Within 50 calendar days of receipt of written order
	351 - 500 each	Within 60 calendar days of receipt of written order
2002	Less than 50 each	Within 30 calendar days of receipt of written order
	50 - 150 each	Within 40 calendar days of receipt of written order
	151 - 350 each	Within 50 calendar days of receipt of written order
	351 - 500 each	Within 60 calendar days of receipt of written order
3002	Less than 50 each	Within 30 calendar days of receipt of written order
	50 - 150 each	Within 40 calendar days of receipt of written order
	151 - 350 each	Within 50 calendar days of receipt of written order
	351 - 500 each	Within 60 calendar days of receipt of written order
4002	Less than 50 each	Within 30 calendar days of receipt of written order
	50 - 150 each	Within 40 calendar days of receipt of written order
	151 - 350 each	Within 50 calendar days of receipt of written order
	351 - 500 each	Within 60 calendar days of receipt of written order
0003	Less than 50 each	Within 30 calendar days of receipt of written order
	50 - 150 each	Within 40 calendar days of receipt of written order
	151 - 350 each	Within 50 calendar days of receipt of written order
	351 - 500 each	Within 60 calendar days of receipt of written order
1003	Less than 50 each	Within 30 calendar days of receipt of written order
	50 - 150 each	Within 40 calendar days of receipt of written order
	151 - 350 each	Within 50 calendar days of receipt of written order
	351 - 500 each	Within 60 calendar days of receipt of written order
2003	Less than 50 each	Within 30 calendar days of receipt of written order
	50 - 150 each	Within 40 calendar days of receipt of written order
	151 - 350 each	Within 50 calendar days of receipt of written order
	351 - 500 each	Within 60 calendar days of receipt of written order
3003	Less than 50 each	Within 30 calendar days of receipt of written order
	50 - 150 each	Within 40 calendar days of receipt of written order
	151 - 350 each	Within 50 calendar days of receipt of written order
	351 - 500 each	Within 60 calendar days of receipt of written order
4003	Less than 50 each	Within 30 calendar days of receipt of written order

	50 - 150 each	Within 40 calendar days of receipt of written order
	151 - 350 each	Within 50 calendar days of receipt of written order
	351 - 500 each	Within 60 calendar days of receipt of written order
0004	1 - 3 each	Within 21 calendar days of receipt of written order
1004	1 - 3 each	Within 21 calendar days of receipt of written order
2004	1 - 3 each	Within 21 calendar days of receipt of written order
3004	1 - 3 each	Within 21 calendar days of receipt of written order
4004	1 - 3 each	Within 21 calendar days of receipt of written order
0005	Less than 50 each	Within 21 calendar days of receipt of written order
	51 - 100 each	Within 30 calendar days of receipt of written order
1005	Less than 50 each	Within 21 calendar days of receipt of written order
	51 - 100 each	Within 30 calendar days of receipt of written order
2005	Less than 50 each	Within 21 calendar days of receipt of written order
	51 - 100 each	Within 30 calendar days of receipt of written order
3005	Less than 50 each	Within 21 calendar days of receipt of written order
	51 - 100 each	Within 30 calendar days of receipt of written order
4005	Less than 50 each	Within 21 calendar days of receipt of written order
	51 - 100 each	Within 30 calendar days of receipt of written order
0006	Less than 50 each	Within 30 calendar days of receipt of written order
	50 - 150 each	Within 40 calendar days of receipt of written order
	151 - 350 each	Within 50 calendar days of receipt of written order
	351 - 500 each	Within 60 calendar days of receipt of written order
1006	Less than 50 each	Within 30 calendar days of receipt of written order
	50 - 150 each	Within 40 calendar days of receipt of written order
	151 - 350 each	Within 50 calendar days of receipt of written order
	351 - 500 each	Within 60 calendar days of receipt of written order
2006	Less than 50 each	Within 30 calendar days of receipt of written order
	50 - 150 each	Within 40 calendar days of receipt of written order
	151 - 350 each	Within 50 calendar days of receipt of written order
	351 - 500 each	Within 60 calendar days of receipt of written order
3006	Less than 50 each	Within 30 calendar days of receipt of written order
	50 - 150 each	Within 40 calendar days of receipt of written order
	151 - 350 each	Within 50 calendar days of receipt of written order
	351 - 500 each	Within 60 calendar days of receipt of written order
4006	Less than 50 each	Within 30 calendar days of receipt of written order
	50 - 150 each	Within 40 calendar days of receipt of written order
	151 - 350 each	Within 50 calendar days of receipt of written order

	351 - 500 each	Within 60 calendar days of receipt of written order
0007	1-25	Within 21 calendar days of receipt of written order
1007	1-25	Within 21 calendar days of receipt of written
order2007	1-25	Within 21 calendar days of receipt of written order
3007	1-25	Within 21 calendar days of receipt of written order
4007	1-25	Within 21 calendar days of receipt of written order
0008	1-50	Within 30 calendar days of receipt of written order
1008	1-50	Within 30 calendar days of receipt of written order
2008	1-50	Within 30 calendar days of receipt of written order
3008	1-50	Within 30 calendar days of receipt of written order
4008	1-50	Within 30 calendar days of receipt of written order
0009	1-3 each	Within 21 calendar days of receipt of written order
2009	1 - 12 month	Within 7 calendar days of receipt of written order
3009	1 - 12 month	Within 7 calendar days of receipt of written order
4009	1 - 12 month	Within 7 calendar days of receipt of written order
2010	1 - 12 month	Within 7 calendar days of receipt of written order
3010	1 - 12 month	Within 7 calendar days of receipt of written order
4010	1 - 12 month	Within 7 calendar days of receipt of written order
2011	1 - 12 month	Within 7 calendar days of receipt of written order
3011	1 - 12 month	Within 7 calendar days of receipt of written order
4011	1 - 12 month	Within 7 calendar days of receipt of written order
2012	1 - 12 month	Within 7 calendar days of receipt of written order
3012	1 - 12 month	Within 7 calendar days of receipt of written order
4012	1 - 12 month	Within 7 calendar days of receipt of written order

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

#### OFFEROR-S PROPOSED DELIVERY SCHEDULE

<u>CLIN #</u>	<u>Quantities Required</u>	<u>Desired Deliver By Date</u>
0001	Less than 50 each	Within ____ calendar days of receipt of written order
	51 - 100 each	Within ____ calendar days of receipt of written order



1001	Less than 50 each	Within ____ calendar days of receipt of written order
	51 - 100 each	Within ____ calendar days of receipt of written order
2001	Less than 50 each	Within ____ calendar days of receipt of written order
	51 - 100 each	Within ____ calendar days of receipt of written order
3001	Less than 50 each	Within ____ calendar days of receipt of written order
	51 - 100 each	Within ____ calendar days of receipt of written order
4001	Less than 50 each	Within ____ calendar days of receipt of written order
	51 - 100 each	Within ____ calendar days of receipt of written order
0002	Less than 50	Within ____ calendar days of receipt of written order
	50 - 150	Within ____ calendar days of receipt of written order
	151 - 350	Within ____ calendar days of receipt of written order
	351 - 500	Within ____ calendar days of receipt of written order
1002	Less than 50 each	Within ____ calendar days of receipt of written order
	50 - 150 each	Within ____ calendar days of receipt of written order
	151 - 350 each	Within ____ calendar days of receipt of written order
	351 - 500 each	Within ____ calendar days of receipt of written order
2002	Less than 50 each	Within ____ calendar days of receipt of written order
	50 - 150 each	Within ____ calendar days of receipt of written order
	151 - 350 each	Within ____ calendar days of receipt of written order
	351 - 500 each	Within ____ calendar days of receipt of written order
3002	Less than 50 each	Within ____ calendar days of receipt of written order
	50 - 150 each	Within ____ calendar days of receipt of written order
	151 - 350 each	Within ____ calendar days of receipt of written order
	351 - 500 each	Within ____ calendar days of receipt of written order
4002	Less than 50 each	Within ____ calendar days of receipt of written order
	50 - 150 each	Within ____ calendar days of receipt of written order
	151 - 350 each	Within ____ calendar days of receipt of written order
	351 - 500 each	Within ____ calendar days of receipt of written order
0003	Less than 50 each	Within ____ calendar days of receipt of written order
	50 - 150 each	Within ____ calendar days of receipt of written order
	151 - 350 each	Within ____ calendar days of receipt of written order
	351 - 500 each	Within ____ calendar days of receipt of written order
1003	Less than 50 each	Within ____ calendar days of receipt of written order
	50 - 150 each	Within ____ calendar days of receipt of written order
	151 - 350 each	Within ____ calendar days of receipt of written order
	351 - 500 each	Within ____ calendar days of receipt of written order
2003	Less than 50 each	Within ____ calendar days of receipt of written order
	50 - 150 each	Within ____ calendar days of receipt of written order

	151 - 350 each	Within ___ calendar days of receipt of written order
	351 - 500 each	Within ___ calendar days of receipt of written order
3003	Less than 50 each	Within ___ calendar days of receipt of written order
	50 - 150 each	Within ___ calendar days of receipt of written order
	151 - 350 each	Within ___ calendar days of receipt of written order
	351 - 500 each	Within ___ calendar days of receipt of written order
4003	Less than 50 each	Within ___ calendar days of receipt of written order
	50 - 150 each	Within ___ calendar days of receipt of written order
	151 - 350 each	Within ___ calendar days of receipt of written order
	351 - 500 each	Within ___ calendar days of receipt of written order
0004	1 - 3 each	Within ___ calendar days of receipt of written order
1004	1 - 3 each	Within ___ calendar days of receipt of written order
2004	1 - 3 each	Within ___ calendar days of receipt of written order
3004	1 - 3 each	Within ___ calendar days of receipt of written order
4004	1 - 3 each	Within ___ calendar days of receipt of written order
0005	Less than 50 each	Within ___ calendar days of receipt of written order
	51 - 100 each	Within ___ calendar days of receipt of written order
1005	Less than 50 each	Within ___ calendar days of receipt of written order
	51 - 100 each	Within ___ calendar days of receipt of written order
2005	Less than 50 each	Within ___ calendar days of receipt of written order
	51 - 100 each	Within ___ calendar days of receipt of written order
3005	Less than 50 each	Within ___ calendar days of receipt of written order
	51 - 100 each	Within ___ calendar days of receipt of written order
4005	Less than 50 each	Within ___ calendar days of receipt of written order
	51 - 100 each	Within ___ calendar days of receipt of written order
0006	Less than 50 each	Within ___ calendar days of receipt of written order
	50 - 150 each	Within ___ calendar days of receipt of written order
	151 - 350 each	Within ___ calendar days of receipt of written order
	351 - 500 each	Within ___ calendar days of receipt of written order
1006	Less than 50 each	Within ___ calendar days of receipt of written order
	50 - 150 each	Within ___ calendar days of receipt of written order
	151 - 350 each	Within ___ calendar days of receipt of written order
	351 - 500 each	Within ___ calendar days of receipt of written order
2006	Less than 50 each	Within ___ calendar days of receipt of written order
	50 - 150 each	Within ___ calendar days of receipt of written order
	151 - 350 each	Within ___ calendar days of receipt of written order
	351 - 500 each	Within ___ calendar days of receipt of written order

3006	Less than 50 each	Within ____ calendar days of receipt of written order
	50 - 150 each	Within ____ calendar days of receipt of written order
	151 - 350 each	Within ____ calendar days of receipt of written order
	351 - 500 each	Within ____ calendar days of receipt of written order
4006	Less than 50 each	Within ____ calendar days of receipt of written order
	50 - 150 each	Within ____ calendar days of receipt of written order
	151 - 350 each	Within ____ calendar days of receipt of written order
	351 - 500 each	Within ____ calendar days of receipt of written order
0007	1-25	Within ____ calendar days of receipt of written order
1007	1-25	Within ____ calendar days of receipt of written order
2007	1-25	Within ____ calendar days of receipt of written order
3007	1-25	Within ____ calendar days of receipt of written order
4007	1-25	Within ____ calendar days of receipt of written order
0008	1-50	Within ____ calendar days of receipt of written order
1008	1-50	Within ____ calendar days of receipt of written order
2008	1-50	Within ____ calendar days of receipt of written order
3008	1-50	Within ____ calendar days of receipt of written order
4008	1-50	Within ____ calendar days of receipt of written order
0009	1-3 each	Within ____ calendar days of receipt of written order
2009	1 - 12 month	Within ____ calendar days of receipt of written order
3009	1 - 12 month	Within ____ calendar days of receipt of written order
4009	1 - 12 month	Within ____ calendar days of receipt of written order
2010	1 - 12 month	Within ____ calendar days of receipt of written order
3010	1 - 12 month	Within ____ calendar days of receipt of written order
4010	1 - 12 month	Within ____ calendar days of receipt of written order
2011	1 - 12 month	Within ____ calendar days of receipt of written order
3011	1 - 12 month	Within ____ calendar days of receipt of written order
4011	1 - 12 month	Within ____ calendar days of receipt of written order
2011	1 - 12 month	Within ____ calendar days of receipt of written order
3011	1 - 12 month	Within ____ calendar days of receipt of written order
4011	1 - 12 month	Within ____ calendar days of receipt of written order

(End of Clause)

**8. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (Nov 99)  
[17.208(g)]**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

**9. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR  
(Apr 84) [32.705-1(b)]**

Funds are not presently available for performance under this contract beyond September 30, 2000. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2000, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**End of Section C**

**FTC 00-03**  
**Keyless Locking System**  
**FEDERAL LAW ENFORCEMENT TRAINING CENTER**  
**GLYNCO, GA**

**SECTION D**  
**Contract Documents, Exhibits, or Attachments**

**DEPARTMENT OF THE TREASURY**  
**FEDERAL LAW ENFORCEMENT TRAINING CENTER**  
**PROCUREMENT DIVISION**  
**BUILDING 93**  
**GLYNCO, GEORGIA 31524**

Solicitation FTC 00-03  
Federal Law Enforcement Training Center  
Glynco, Georgia 31524

Keyless Lock System

<b>Attach #</b>	<b>Title</b>	<b># of Pages</b>
1	Specification for Keyless Lock System	2
2	Order for Supplies of Services, Optional Form 347	5
3	Proposed Buildings	6
4	FLETC Logo	7
5	VETS 100 Report Form	8
6	Payment Information Form	9

## SPECIFICATIONS

### KEYLESS LOCK SYSTEM

The Government intends to purchase a fully functional keyless lock system for the Federal Law Enforcement Training Center (FLETC) during a five year period through the use of a requirements type contract. Purchases shall be made with the use of an Optional Form (OF) 347, Order for Supplies or Services. See Attachment 1 for a sample OF 347. The first purchase shall result in a complete system for the area identified in the delivery order. Subsequent purchases will expand the system to additional buildings within the FLETC with no adverse effects on the existing system. See Attachment 2 for the buildings currently identified to be equipped with the keyless locks and room safes. The Government anticipates the system to include the following: Locks, Keycards, Front Desk Unit, and Room Safes. It is the offeror's responsibility to identify any component parts which have not been identified herein which are necessary for a fully functional keyless lock system. **The successful offeror shall comply with the specifications and the offeror's technical proposal.**

#### SALIENT CHARACTERISTICS:

##### OVERALL SYSTEM

Interacts in multiple locations within a 1 mile radius

Capacity for at least 10,000 rooms

All required hardware and software included

Programed in English language

Reusable Standard ABA size keycards, approximately 3-7/16" X 2-1/8", with mag strip encoding

Each keycard programmable for up to 8 rooms

Keycard printed with FLETC logo (Attachment 3)

Keycards shall self-cancel on date and time determined at time of issuance

2 year full warranty period

##### LOCKS

Stand-alone

Battery operated with low battery indicator at least 30 days in advance of battery failure

Section D  
Batteries remain deactivated until keycard is inserted

Attachment #1

Solicitation FTC 00-03  
Federal Law Enforcement Training Center  
Glynco, Georgia 31524

## Keyless Lock System

Internal components protected from foreign objects  
Mortise lock with deadbolt, Components are brass  
Concealed mechanical override  
Concealed mounting and assemble screws  
Programmable from outside the room  
Minimum memory of last 300 actions: time, date, and card identification. Not affected by loss if batteries are removed  
Able to withstand outside temperatures from 0 to + 110 degrees Fahrenheit and relative humidity of 0 - 100%  
Compatible with safes and front desk units  
Minimum two tracks  
Operate with high and low coercivity cards  
Adaptable to fit hollow metal doors 1-1/2 inches to 2 inches thick ( $\pm 1/8"$ )  
Mountable on left or right hand doors  
Satin Brass finish

### FRONT DESK UNIT

Stand-alone  
Compatible with a NT PC  
Compatible with parallel or serial printers  
Multi-track encoding and reading  
Drop and swipe reader track  
AC powered (110/240)  
8 hour battery back up with rechargeable battery  
Soft touch keypad  
Real time clock  
Audit memory of last 3000 transactions

### CARD READER/KIT

Includes controller box and power supply  
Fully weather- and water-proof  
Programable access time delay from 1 second to 2 minutes  
Audit memory of last 200 transactions  
Red and green LED status indicators  
Fits on door frames 1-1/2" to 2" thickness  
Meets UL and CSA standards  
Capable of interfacing with fire panels meeting NFPA 101 fire access alarm standards  
115VAC/230VAC

### ROOM SAFE

Stand-alone



Solicitation FTC 00-03  
Federal Law Enforcement Training Center  
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## Keyless Lock System

Compatible with locks and front desk units  
Access by combination or card  
Independent electronic override module  
Mounting hardware to be included  
Laptop size, approximately: 11"H x 16"W x 12"D  
Wall thickness at least 14 gauge; Door thickness at least 1/4"  
Minimum memory of last 10 actions

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 1 PAGES


**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER	2. CONTRACT NO. (If any)	3. ORDER NO. FT-PO-	4. REQUISITION/REFERENCE NO.
5. ISSUING OFFICE (Address correspondence to) Department of the Treasury Federal Law Enforcement Training Center Procurement Office (912) 267-2243 Glynco, GA 31524		6. SHIP TO: (Consignee and address, ZIP Code) Federal Law Enforcement Training Center Bldg 28 (912) 267-2208 Glynco, GA 31524	
7. TO: CONTRACTOR (Name, address and ZIP Code)		8. TYPE OF ORDER <input type="checkbox"/> A. PURCHASE — Reference your _____  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated. This purchase is negotiated under authority of: 41 USC 253 (g)  <input type="checkbox"/> B. DELIVERY — Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	

9. ACCOUNTING AND APPROPRIATION DATA SALARIES & EXPENSES FEDERAL LAW ENFORCEMENT TRAINING CENTER 19	10. REQUISITIONING OFFICE
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> SMALL <input type="checkbox"/> OTHER THAN SMALL <input type="checkbox"/> DIS-ADVANTAGED <input type="checkbox"/> WOMEN-OWNED	

12. F.O.B. POINT	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
13. PLACE OF INSPECTION AND ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	NOTE TO VENDOR: Please include FLETC's Purchase Order Number (Block #3) on your shipping label and invoice.					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(H). TOT. (Cont. pages)
	21. MAIL INVOICE TO: (Include ZIP Code) Federal Law Enforcement Training Center Bldg. 94, Glynco, GA 31524		Financial Management (912) 267-2237	17(I). GRAND TOTAL
22. UNITED STATES OF AMERICA BY (Signature) 			23. NAME (Typed)  TITLE: CONTRACTING/ORDERING OFFICER	

## **PROPOSED DORMITORY BUILDINGS**

The following buildings have been identified to be equipped with the keyless locks:

<b><u>BUILDING #</u></b>	<b><u>APPROXIMATE # OF LOCKS</u></b>	<b><u>APPROXIMATE # OF ROOM SAFES</u></b>
277	699	233
71	699	233
72	17	-0-
216	200	-0-
76	708	182
95	292	146
96	292	146
270	663	221
275	<u>681</u>	<u>227</u>
	4,251	1,388

The Government does not guarantee that all the locks and/or room safes will be purchased under the resulting contract. Additional buildings may be identified at a later time which shall be considered within the scope of the resulting contract. Additional buildings may or may not be dormitory type facilities but may include, but not limited to, administrative offices, classrooms, storage areas, and training facilities.

FLETC LOGO



Federal Law  
Enforcement  
Training Center

**SOLICITATION NO.: FTC 00-03**

**COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the **VE@S-100 report required** by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans **of** the Vietnam Era), it has [ ], has not [ ] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are **filed**. (31 U.S.C. 1354)

(End of Provision)

Typed/Printed Name

Signature

Date

A BLANK VETS 100 REPORT FORM CAN BE FOUND AT <http://nvti.eudenvet.edu/vets/vetslOOblankhtm>

## PAYMENT INFORMATION FORM VENDOR PAYMENT SYSTEM

*This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.*

### PAPERWORK REDUCTION ACT STATEMENT

The information being collected on this form is required under the provision of 31 U.S.C.3322 & 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

### COMPANY INFORMATION

Name:	
Address:	
Contact Person's Name:	Phone:
SSN/FFD-ID	

### AGENCY INFORMATION

Name:	Department of the Treasury Federal Law Enforcement Training Center
Address:	Budget and Finance Division, Bldg. 94 Glynco, GA 31524
Contact Person's Name:	Phone:

### FINANCIAL INSTITUTION INFORMATION

Name:	
Address:	
ACH Coordinator's Name:	Phone:
Nine Digit Routing Transmitt Number:	
Depositor Account Title:	
Depositor Account Number:	
Type of Account:	<input type="checkbox"/> Checking
Signature and Title of Representative:	Phone:

**FTC 00-03**  
**Keyless Locking System**  
**FEDERAL LAW ENFORCEMENT TRAINING CENTER**  
**GLYNCO, GA**

**SECTION E**  
**Solicitation Provision**

**DEPARTMENT OF THE TREASURY**  
**FEDERAL LAW ENFORCEMENT TRAINING CENTER**  
**PROCUREMENT DIVISION**  
**BUILDING 93**  
**GLYNCO, GEORGIA 31524**

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### SECTION E

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1.	52.212-1	Instruction to Offerors – Commercial Items	1
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3.	52.212-3	Offeror Representations and Certifications	8

The following provision are added herein by addendum to solicitation FTC 00-03:

4.	52.214-23	Late Submissions, Modifications, Revisions and Withdrawals Of Technical Proposals Under Two-Step Sealed Bidding	18
5.	52.214-24	Multiple Technical Proposals	20
6.	52.217-5	Evaluation of Options	20



The following provisions are applicable to this acquisition and are provided in full text:

**1. 52.212-1 -- Instructions to Offerors -- Commercial Items** (NOV 99) [12.301(b)(1)]

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying

the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government

Solicitation FTC 00-03  
Federal Law Enforcement Training Center  
Glynco, Georgia 31524

Keyless Lock System

reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of Provision)

## 2. ADDENDUM TO 52.212-1

1. Change paragraph (b) to read as follows:

(b) Submission of offers.

1. STEP ONE.

(A) Submit signed and dated technical offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offer must be submitted in hard copy; electronically submitted offers will not be considered. Offers for Step One may be submitted on SF 1449, letterhead stationary, or as otherwise specified in the solicitation. Facsimile offers shall NOT be considered. **Step One offers SHALL NOT include pricing information.** As a minimum, offers must show:

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of Step One offers;
- (3) The name, address, and telephone number of the offeror;
- (4) The UNPRICED technical proposal containing the information requested in the solicitation;

- (5) Terms of any express warranty; and
  - (6) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information).
- (B) The offeror may be required to conduct a demonstration of the proposed keyless lock system at the request of the Contracting Officer. If a demonstration is required, the offeror will be given at least seven (7) days notification of the date and time of the scheduled demonstration. If a demonstration is required, the Government will provide the offeror access to a typical door to which a lock can be expected to be installed and an office area in which the front desk unit could be located. The door and the office area may not be located in the same building but will be within a one (1) mile radius of each other. Government representatives will view the demonstration.

## 2. STEP TWO.

(A) Offerors who have submitted a technical proposal which is determined to be technically acceptable under Step One shall be requested to submit a price proposal. Offers for Step Two may be submitted on SF 1449, letterhead stationary, or as otherwise specified in the solicitation. Offer must be submitted in hard copy; electronically submitted offers will not be considered. Facsimile offers shall NOT be considered. As a minimum, offers must show:

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of Step Two offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A statement that the technical proposal submitted under Step One shall be incorporated into the priced offer of Step Two;
- (5) Price for each contract line item under the base period and each option period, and any discount terms;
- (6) A Remit to address, if different than mailing address;
- (7) A completed copy of the representations and certifications at FAR 52.212-3;

- (8) Acknowledgment of Solicitation Amendments; and
- (9) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (10) A signed and dated copy of the Compliance with Veterans Employment Reporting Requirements Certification. A copy is attached to the solicitation (Attachment 2).
- (11) A completed Payment Information Form or a statement that the offeror is already registered to receive payments through the Automated Clearing House Payment System. A copy is attached to the solicitation (Attachment 3). An award to the offeror will not be made without this information.

(B) Submission of offerors under Step Two shall be in accordance with sealed bidding procedures of the FAR Part 14. Bids will only be considered from technically acceptable firms as determined under Step One of this solicitation.

2. Change paragraph (c) to read as follows:

(c) Period of acceptance of offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of Step Two priced offers.

3. Change paragraph (d) to read as follows:

(d) Product samples. The offeror shall submit product samples of the proposed keyless lock system at the place and time designated by the Contracting Officer. The Contracting Officer shall notify the offeror at least seven (7) working days prior to the required date of the submission of the product sample. The offeror shall be required to demonstrate the product samples for the Government. The demonstration is for the purpose for the Government to the keyless lock system in actual use and any questions will be limited to clarification purposes. These product samples and demonstration shall be at no expense to the Government. The samples will be returned at the offeror's request and expense unless they are destroyed during preaward testing.

4. Change paragraph (g) to read as follows:

(g) Contract award. The Government intends to accomplish this acquisition through a

Two-Step Procurement Method. Under Step One, the Government intends to evaluate technical offers, request a demonstration of product samples, and determine the acceptability of the offered products based on the technical offer and demonstration. No discussions are anticipated during Step One with the offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. During Step Two, the Government may reject any or all offers if such action is in the public interest and waive informalities and minor irregularities in offers received. Only those offers determined to be technically acceptable under Step One will be requested to submit a priced bid or considered for award under Step Two.

6. Change paragraph (h) to read as follows:

(h) Multiple awards. The Government intends to award a requirements - type contract on an all or none basis. Offerors determined to be acceptable under Step One are requested at Step Two to submit pricing information on all contract line items.

**3. 52.212-3 -- Offeror Representations and Certifications -- Commercial Items (FEB 00)**  
[12.301(b)(2)]

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.



"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:\_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent:
- ☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror

represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern).

[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that ☐ it is, a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act - -- Balance of Payments Program Certificate. (Applies only if [the clause at Federal Acquisition Regulation (FAR) 52.225-1], Buy American Act --- Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause of this solicitation

entitled "Buy American Act --- Balance of Payments Program--Supplies") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO	COUNTRY OF ORIGIN

[(List as necessary)]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[(List as necessary)]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[(List as necessary)]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (f)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)

(ii) The offeror certifies that the following supplies are Canadian end products [as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program"]:

Canadian End Products

Line Item No.:\_\_\_\_\_

[(List as necessary)]

(3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:	Country of Origin:

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled



“Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:	Country of Origin:

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or

destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of Provision)

**4. 52.214-23 – LATE SUBMISSIONS, MODIFICATIONS, REVISIONS AND WITHDRAWALS OF TECHNICAL PROPOSALS UNDER TWO-STEP SEALED BIDDING (NOV 99) [14.201-6(r)]**

(a) Bidders are responsible for submitting technical proposals, and any modifications or revisions, so as to reach the Government office designated in the request for technical proposals by the time specified in the invitation for bids (IFBs). If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids or revisions are due.

(b)

(1) Any technical proposal under step one of two-step sealed bidding, modification, revision, or withdrawal of such proposal received at the Government office designated in the request for technical proposals after the exact time specified for receipt will not be considered unless the Contracting Officer determines that accepting the late technical proposal would not unduly delay the acquisition; and-

(i) If it was transmitted through an electronic commerce method authorized by the request for technical proposals, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt; or

(iii) It is the only proposal received and it is negotiated under part 15 of the Federal Acquisition Regulation.

(2) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation

includes the time/date stamp of that installation on the technical proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that technical proposals cannot be received at the Government office designated for receipt of technical proposals by the exact time specified in the request for technical proposals, and urgent Government requirements preclude amendment of the request for technical proposals, the time specified for receipt of technical proposals will be deemed to be extended to the same time of day specified in the request for technical proposals on the first work day on which normal Government processes resume.

(e) Technical proposals may be withdrawn by written notice received at any time before the exact time set for receipt of technical proposals. If the request for technical proposals authorizes facsimile technical proposals, they may be withdrawn via facsimile received at any time before the exact time set for receipt of proposals, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A technical proposal may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of technical proposals, the identity of the person requesting withdrawal is established and that person signs a receipt for the technical proposal.

(End of Provision)

**5. 52.214-24 -- Multiple Technical Proposals (APR 84) [14.201-6(s)]**

In the first step of this two-step acquisition, solicited sources are encouraged to submit multiple technical proposals presenting different basic approaches. Each technical proposal submitted will be separately evaluated and the submitter will be notified as to its acceptability.

(End of Provision)

**6. 52.217-5 EVALUATION OF OPTIONS (Jul 90) [17.208(c)(1)]**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

## **ADDENDUM II**

### **PROPOSAL SUBMISSION REQUIREMENTS -- STEP ONE**

(A) Submit signed and dated technical offers to the office specified in this cover letter at or before the exact time specified in the cover letter. Offers for Step One may be submitted on SF 1449, letterhead stationary, or as otherwise specified in the solicitation. Offer must be submitted in hard copy; electronically submitted offers will not be considered. Facsimile offers shall NOT be considered. **Step One offers SHALL NOT include pricing information.** As a minimum, offers must show:

- (1) The solicitation number, FTC 00-03;
- (2) The time specified in the solicitation for receipt of Step One offers;
- (3) The name, address, and telephone number of the offeror;
- (4) The UNPRICED technical proposal containing the information requested in the solicitation;
- (5) Terms of any express warranty; and
- (6) Past performance information to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information).

(B) Offerors are invited to submit multiple technical proposals which fully meet the FLETC's requirements.

(C) The offeror may be required to conduct a demonstration of the proposed keyless lock system at the request of the Contracting Officer.

(1) If a demonstration is required, the offeror will be given at least seven (7) days notification of the date and time of the scheduled demonstration. The offeror shall submit product samples of the proposed keyless lock system at the demonstration.

(2) The Government will provide the offeror access to a typical door to which a lock can be expected to be installed and an office area in which the front desk unit could be located. The door and the office area may not be located in the same building but will be within a one (1) mile radius of each other.

(3) Government representatives will view the demonstration. The demonstration is for the purpose of allowing the Government to observe the keyless lock system in actual use and any questions will be limited to clarification purposes.

(4) The product samples and demonstration shall be at no expense to the Government. The Government does not intend to provide any support for this demonstration other than space and utility hookups. The offeror shall identify any special requirements necessary for the demonstration in the technical proposal. The samples will be returned at the offeror's request and expense unless they are destroyed during preaward testing.

(D) The Government intends to evaluate technical offers and determine the acceptability of the offered products based on the written technical offer and demonstration. No discussions are anticipated during Step One with the offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Only those offers determined to be technically acceptable under Step One will be requested to submit a priced bid or considered for award under Step Two.

(1) Evaluation:

(a) The Government will determine the acceptability of the technical offer and demonstration, if required, using the following factors:

- (1) Technical Proposal as described below.
- (2) Related experience/past performance information.
- (3) Demonstration, if required.

(b) Offerors are required to furnish an original and three (3) copies of the detailed technical proposal in a sealed envelope. Brochures, cut sheets, etc., available to the general public are acceptable and preferred if the information available to the general public has sufficient detail that the Government can determine that the proposed system meets the Government's needs. **The offeror shall not include any pricing information in their technical proposal.** The offeror's technical proposal will be incorporated into any resulting contract.

(1) The technical proposal submitted by the offeror shall be clearly written and fully understandable independent of the demonstration of the proposed system. The purpose of the demonstration is to allow the Government an opportunity to view the proposed keyless lock system in operation. The Government will make a final determination of acceptability on the basis of the technical proposal as submitted and the demonstrated capability of the system during the demonstration. Upon determination of acceptability, the Government will proceed with Step Two of the solicitation without requesting further information from any offeror.

(2) The offeror shall prepare a proposal that will define in detail its capabilities and the specific component parts of the proposed keyless lock system which will satisfy the requirements contained in the Request for Technical Proposal (RFTP). Any information submitted as part of the offeror's technical proposal may be incorporated into, and made a part of, any resulting contract.

(c) Failure to comply with the above will result in a rejection of the offer as nonresponsive.

(2) Specific Technical Proposal Requirements:

(a) All proposals submitted will be evaluated on the basis of listed evaluation factors. Uniformity of proposals is essential to assure fair and accurate assessment. Proposals that do not conform to all of the requirements expressed in this request for technical proposal may be considered unacceptable.

(b) The technical proposal shall be limited to not more than 30 double-sided pages with a minimum font size of 12. Offerors are requested to submit brochures, specification cut sheets, etc., which are available to the general public. The proposal shall clearly address the following areas:

- General overview of the system and its abilities
- Component parts
- Interaction of component parts
- Warranty issues including response time
- Maintenance required during warranty period
- Maintenance required after warranty period
- Past performance

(c) General Overview of the System and Its Abilities. The offeror shall explain how the system works and its interface capability. The proposed system shall be fully functional immediately upon installation of the first door lock and should not be adversely impacted with each additional door lock added to the system.

(d) Component Parts. The offeror shall identify all parts necessary for a fully functional keyless lock system. The Schedule of Prices, Section B, identifies locks, front desk units, and room safes; however, it is the offeror's responsibility to ensure that the Government is advised of everything required for a useable system.

(e) Interaction of Component parts. The offeror shall fully explain the interaction of each component in the system.

(f) Warranty Issues Including Response Time. The offeror shall fully explain the warranty coverage for the keyless lock system. A full warranty of two (2) calendar years is required on all aspects of the system. The warranty shall include all material, factory workmanship, and installation by the manufacturer or manufacturer representative, under normal use. The warranty does not extend to include batteries, keycards, or damage to hardware finish. The warranty will not cover any damage caused to the locks, front desk units, or room safes, or any component thereof, caused by one or more of the following: misuse, abuse, vandalism, fire, Act of God, or service by unauthorized persons. The warranty shall provide that the name of a manufacturer's representative who will respond to warranty calls within 24 hours. Correction of warranty problems shall be made within 6 hours of the manufacturer's representative response to the warranty call. Correction of the warranty problem may include replacement of the problem with a new unit, at no cost to the Government.

(g) Maintenance Required during the Warranty Period. The offeror shall provide a detailed description of the maintenance requirements necessary to be performed by the Government during the warranty period which will not void the warranty.

(h) Maintenance Required after the Warranty Period. The offeror shall provide a description of the maintenance that is suggested to be performed after the two (2) year warranty period has expired which will ensure that the keyless lock system and all component parts continue to function successfully.

(i) Past Performance. Offeror shall provide information regarding at least three (3) contracts of a similar nature and scope which have been performed within the last three (3) years. Identify contracts, dollar values, client locations, and points of contact with telephone and FAX numbers. Related Company Experience and Reference Sources, shall be completed for each reference by the offeror. A significant achievement, problem, or lack of relevant data in any element of past performance can become an important consideration in the evaluation of technical proposals. A negative finding under any element will result in a lower past performance rating. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in the narrative portion of each submittal of the Related Company Experience and Reference Sources, attached. Past performance will be evaluated based upon evaluation factors as follows:

- (1) Delivery within the time specified in the delivery order
- (2) Resolution of warranty issues to the satisfaction of both parties.

(3) Clearly identified customer's needs so that there were no surprises after a contract was awarded.

(4) Customer satisfaction with the keyless lock system provided.

(3) EVALUATION CRITERIA

(a) The offers will be evaluated in the following categories to determine if the offer is technically acceptable:

- requirements
- (1) Compliance with the salient characteristics
  - (2) Demonstration of the system, and its ability to meet the contract
  - (3) Ability to meet delivery requirements
  - (4) Ability to provide timely maintenance
  - (5) Scope of the maintenance provided
  - (6) Scope of the manufacturer's warranty
  - (7) Past performance

(b) Any offer that is deemed technically unacceptable, in any of the categories list above, will be eliminated from competition.

(E) A written notice of the acceptability of a technical offer, if accepted, will be provided at the time the STEP TWO is initiated.



**RELATED COMPANY EXPERIENCE AND REFERENCE SOURCES**

**1. CONTRACT INFORMATION**

**A. Customer (Government or commercial contracting activity)**

Name\_\_\_\_\_

Address\_\_\_\_\_

Telephone Number\_\_\_\_\_ FAX Number\_\_\_\_\_

**B. Customer's Contracting Officer**

Name\_\_\_\_\_

Telephone Number\_\_\_\_\_ FAX Number\_\_\_\_\_

**C. Customer's Project Manager**

Name\_\_\_\_\_

Telephone Number\_\_\_\_\_ FAX Number\_\_\_\_\_

**D. Contract Number\_\_\_\_\_ Award Date\_\_\_\_\_**

**E. Contract Type\_\_\_\_\_ Dollar Value of Contract\_\_\_\_\_**

**F. Place of Performance\_\_\_\_\_**

**H. Period of Performance\_\_\_\_\_**

**I. Overall System Capacity\_\_\_\_\_**

**J. Number of Delivery Orders Issued\_\_\_\_\_**